

Bellevue CSD Bellevue EA

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Master Contract

Bellevue Education Association
and
Bellevue School Board

Years
2005-2006 & 2006-2007

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CHAPTER 1: BASIC PROVISIONS

Article 1: Preamble

The Board of Directors of the Bellevue Community School District, hereinafter referred to as the "Board," and the Bellevue Education Association, hereinafter referred to as the "Association," recognizes that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administration and supervisory staff, the professional teaching personnel of the district, the parents of the students, and the community at large.

Whereas, the parties have reached certain understanding which they desire to confirm in this agreement, it is agreed as follows:

Article II: Recognition

The Board of Directors of the Bellevue Community School District, hereinafter referred to as the "Board," recognizes the Bellevue Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all regularly employed personnel, hereinafter referred to as "employees," except for the Superintendent, Principals, Assistant Principals, and all other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make recommendations thereon.

The unit described in the above certification is as follows:

All certified personnel including teachers, guidance counselors, registered nurses, and Title I teachers.

Excluded: All bus drivers, cooks, custodians, secretaries, aides, superintendents, principals, vice principles, bus mechanics, uncertified personnel, and all others excluded under Section 4 of the Act.

DEFINITIONS

A. The term "Board," as used in this agreement, shall mean the Board of Education of the Bellevue School District or its duly authorized representative.

B. The term "employee" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

C. The term "Association" as used in this agreement, shall mean the Bellevue Education Association or its duly authorized representative.

D. PERA means the "Public Employment Relations Act."

E. FMCS means the "Federal Mediation and Conciliation Service."

Article III: Procedure for Negotiations

Board Statement: The Board recognizes the commitment to bargaining collectively under the Code of Iowa Section 20 and S.F. 531. In order to eliminate duplication of procedures and processes, the ground rules agreed upon to guide the process shall stand instead of procedures throughout the duration of the negotiative process.

Article IV: Impasse Procedures--Agreement of Parties

MEDIATION:

In the absence of an impasse agreement between parties or the failure of either party to utilize its procedures, 120 days prior to the certified budget submission date, the PERA board shall, upon the request of either party, appoint an impartial and disinterested person to act as mediator. It shall be the function of the mediator to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

FACT FINDING:

If the impasse persists fifteen (15) days after the mediator has been appointed, the PERA board shall appoint a fact-finder representative of the public, from a list of qualified persons maintained by the PERA board. The fact-finder shall conduct a hearing, may administer oaths, and may request the PERA board to issue subpoenas. The fact-finder shall make written findings of facts and recommendations for resolution of the dispute and, not later than fifteen (15) days from the day of appointment, shall serve such findings on the public employer and the certified employee organization shall immediately accept the fact-finder's recommendations or shall within five (5) days submit the fact-finder's recommendations to the governing body and the members of the certified employee organization for acceptance or rejection. If the dispute continues ten days after the report is submitted, the report shall be made public by the PERA board. This step may be eliminated by mutual agreement.

BINDING ARBITRATION:

If an impasse persists after the findings of fact and recommendations are made public by the fact-finder, the parties may continue to negotiate or the PERA board shall have the power, upon request of either party, to arrange for arbitration, which shall be binding. The request for arbitration shall be in writing and a copy of the request shall be served upon the other party. From a list of five (5) FMCS arbitrators the parties shall, within three (3) days of receipt of said list, meet and determine by lot which party shall have the right to remove the final name. The parties shall alternately thereafter strike names from the list until only one remains, who shall be the arbitrator. The two parties shall agree to submit the dispute to a single arbitrator. The parties may continue to negotiate all offers until an agreement is reached or a decision rendered by the arbitrator:

The submission of the impasse items to the arbitrator shall be limited to those issues that had been considered by the fact-finder and upon which parties have not reached agreement. With respect to each such item, the arbitrator's award shall be restricted to the final offers on each impasse item submitted by the parties to the arbitrator or to the recommendations of the fact-finder on each impasse item.

The public employer and employees' organization shall each pay the fees and expenses incurred by the arbitrator selected. The fee and expenses of the arbitrator and all other costs of arbitration shall be shared equally.

The arbitrator shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.

The arbitrator shall consider, in addition to any other relevant factors, the following factors:

(a) Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

(b) Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

(c) The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

(d) The power of the public employer to levy taxes and appropriate funds for the conduct of its operation.

The arbitrator may hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records. The arbitrator may petition the district court at the seat of government or of the county in which any hearing is held to enforce the order compelling the attendance of witnesses and the production of records.

Within fifteen (15) days after his/her first meeting the arbitrator shall accept the most reasonable offer, in his/her judgment, of the final offers on each impasse item submitted by the parties, or the recommendations of the fact-finder on each impasse item.

The selections by the arbitrator and items agreed upon by the public employer and the employee organization shall be deemed to be the collective bargaining agreement between the parties.

The determination of the arbitrator shall be final and binding subject to the provisions of section seventeen (17), subsection six (6) of S.F. 531. The arbitrator shall give written explanation for his/her selection and inform the parties of his/her decision.

Article V: Grievance Procedure

The purpose of this procedure is to provide a prompt, orderly method of securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 1. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 2. (a) Every employee, group of employees, or association covered by this Agreement shall have the right to present grievances in accordance with these procedures. The employee may bring the Association into the grievance at any time by furnishing a written statement indicating this desire to the superintendent or his/her designee. The employee may withdraw the Association from the grievance procedures at any step prior to binding arbitration.

(b) The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended or reduced by mutual agreement.

(c) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

Section 3. (a) First step - An attempt shall be made to resolve any grievance in informal, verbal, discussion between complainant and his/her principal.

(b) Second step - If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific cause or causes of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within fifteen (15) school days after receipt of the grievance.

(c) Third Step - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within fifteen (15) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within fifteen (15) school days after such written grievance is filed, the superintendent or his/her designee shall file an answer, and communicate it in writing to the employee and the principal and Association.

(d) Fourth Step - If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the superintendent within 30 day from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association or PERB

will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

The Arbitrator, in his/her opinion; shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

Section 4. If the Association or any employee files any complaint through the courts, or any other legal hearing body, prior to use of the negotiated procedure of this Agreement, the School District shall not be required to process the same claim or set of facts through the grievance procedure.

Section 5. Prohibited Practices: It shall be prohibited practice for a public employer or his/her designated representative willfully to:

Discharge or discriminate against a public employee because he/she has filed an affidavit, petition, or complaint or given any information or testimony under this Act, or because he/she has formed, joined or chosen to be represented by any employee organization.

Article VI: Rights

A. ASSOCIATION RIGHTS

1. MEETINGS:

The Association and its members shall have the right to hold a reasonable number of meetings on school district property, outside school hours, provided such meetings in no way interfere with any phase of the instructional process. Should there accrue costs to the district as a result of such meetings they shall be borne by the Association. Any such meetings shall be cleared with the building principal according to district policy. Use of equipment normally used by the faculty shall be extended provided the use is reasonable.

2. COMMUNICATIONS:

The Association shall have the right to post Association announcements and material on the bulletin boards in the areas designated for employee use provided the areas are not open to the student or public. The Association may post only those materials that relate to official business as negotiating agent of the teaching staff, and said postings must be approved by the building principal according to district policy.

The Association may use the district mail service provided there is no cost to the district. The use of employee mailboxes shall be granted provided the volume of announcements is reasonable and related to the conduct of the negotiating agents business on behalf of the members of the negotiating unit only.

3. BOARD MEETINGS:

The Board recognizes the employee organization as the sole and exclusive bargaining representative in the district and shall recognize its designee at regular board meetings in accordance to the status accorded all other groups in the school family or in the community who have an interest in the schools.

4. LEAVE OF ABSENCE:

Full-time officers and staff of the Association who are employed by the Board shall be granted, upon request, and provided a qualified and certified replacement is available, an unpaid leave of absence and shall receive credit toward annual salary increments, provided the duration of said leave does not extend beyond two complete terms of school.

5. FINANCIAL INFORMATION:

The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial statement and the adopted budget. Nothing herein shall require the administrative staff to research and assemble information.

B. EMPLOYEE RIGHTS

Employees shall have the right to:

1. Organize, form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this act or any other law of the state.
4. Refuse to join or participate in the activities of employee organizations including the payment of any dues, fees or assessments, service fees of any type.
5. Employees may option for a nine (9) month pay period if they wish. Said option to be made known prior to July 1 of each contract year.

C. MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board of Education provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this agreement.

Article VII: Deductions

A. DUES

1. AUTHORIZATION:

Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be provided by the Association and satisfactory to the Board. Authorization must be received no later than 20 days prior to the end of a pay period.

2. REGULAR DEDUCTIONS:

Pursuant to a deduction authorization, the Board shall prorate dues deduction as agreed upon by the board secretary and the individual Association member.

3. TRANSMISSION OF DUES:

The Board shall transmit to the Association representative the total monthly deduction for professional dues within 10 working days following each regular pay period. The President of the Association may obtain a list of employees for whom dues deductions have been made, by the second pay period of the new year.

4. DURATION:

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board.

5. DISCLAIMER:

The Association, and/or individual employee, agrees to hold harmless the Board, its members, and the administration against all claims or forms of liability arising out of the application of the provisions for dues deductions in this agreement outside of Board control. Should there be court costs arising from such claims or suits, the Association, and/or individual, agrees to indemnify to the extent of these claims, and/or expenses.

B. OTHER:

Upon appropriate written authorization from employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, and any other

appropriate deductions, provided that the individual handle any and all procedures, forms, and complaints arising from such deductions, and holds harmless the Board and its agents in the event of claims or court actions that might arise from such actions provided such actions are outside of Board control.

CHAPTER II: BASIC EMPLOYMENT CONDITIONS

Article VIII: Employee Hours and Load

A. ARRIVAL AND DISMISSAL:

Employees shall be in the building no later than 15 minutes prior to the first class. High school and middle school employees may leave 15 minutes after the students have left their building except when a conference is scheduled with a parent or student, or a meeting is called that requires the employee's presence. In the case of elementary employees, dismissal shall coincide with the senior high and middle school employees. Employees may leave after the students have left when early dismissal takes place prior to holidays or conferences. Employees who are sponsoring or sponsors of a school activity may leave immediately after the final student bell provided the employee is directly involved with students of said activity. Employees may leave on Friday without administrative approval unless a meeting or activity necessitates the teacher's presence.

All early dismissals will use the early release schedule with the exception of unforeseen circumstances. This would include in-services, PT conferences, etc. Two hour weather delays shall use a modified schedule.

B. TEACHING LOAD:

The daily teaching and preparation load of all employees in the system shall be set at 7 hours and 10 minutes. A duty-free lunch period of not less than 25 minutes shall be available to all employees. Playground duty may be covered by associates.

Class size for grades K-5 shall be governed by State mandates.

C. PREPARATION

Middle and senior high employees shall, when possible, have no more than four (4) subject areas to teach or four (4) preparations to make in a 2-day block cycle. Exceptions shall be made only when the number of students faced is less than 90 in total, or in the elective subject area where the employee wishes to initiate an additional course offering. If the number of students faced exceeds 150, then the maximum figure of four (4) must be adhered to if the subject matter taught is of a nature requiring written performance and evaluation. All teachers shall be notified as soon as possible as to their specific teaching assignments.

Classroom teachers shall have, in addition to their lunch period, a duty-free daily preparation period of a duration equal to a regular class period, except in the case of the implementation of innovative scheduling. When scheduling inequities exist between the various grade levels the equitability of prep-time between levels of instruction need not reflect an absolute equity in minutes. If an employee is asked to work during his or her preparation period he/she shall be compensated at the rate of \$20 per period. An employee under contract to work an additional period will be paid that portion of the contract allotted to each period of the schedule.

D. LEAVING:

Employees may leave the building without requesting permission during their scheduled duty-free lunch periods and with permission during their preparation time.

E. FIELD TRIPS:

Field trips are to be considered an extension of the regular day on which they were scheduled, and any time required beyond the regular day shall be without extra remuneration.

F. MEETINGS

The administration may call meetings before or after school, as deemed necessary, provided such meetings are incidental to teaching or supplemental duties. Meetings called before or after the regular school day that do not involve early dismissal, or delayed starts, shall not exceed one hour in duration, and shall be counted toward the maximum total of 22 meetings including Open House, PTA, SADD, MADD and other parent/student meetings may exceed the one hour.

G. CONTRACT YEAR:

The contract year shall be established at 188 days. 180 days will be teaching days. Two days before school starts and two days after school ends will be in-service/work/professional development days as agreed upon between the Association and Administration. One day after first semester ends will be a work day or professional development as agreed to by Association and Administration. Eighteen hours of evening Parent/Teacher Conferences equals three days so that the total is 188 days.

H. TRAVELING EMPLOYEES:

An employee using his/her automobile in the performance of their duties shall be reimbursed for all such travel at the State maximum rate per mile for all driving between the two assignments. All schedules will be reviewed at the beginning of each year, or semester, and any deviation from the pre-determined schedule must be with administrative approval.

I. PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY:

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. Employees shall report all unsafe or hazardous conditions at once. The building principal shall then determine as to whether such employees can safely perform said duties.

J. LEGAL ASSISTANCE:

Legal assistance shall be provided all employees in compliance with Iowa Code 613A. In the case of any assault upon a bargaining unit employee, the Board shall provide legal counsel to advise the employee of his/her rights and obligations under the law with respect to such assault.

K. INSERVICE TRAINING:

Martha Henning, Sally Grutz, Jo Ernst, Janice Carr, Marcia Steines – Reps for 2003-2004

In-service requires that teachers and the district engage in a deliberate process that includes (a) team planning and identification of staff development needs well in advance of the implementation of any program; (b) setting mutually agreed upon goals for staff development; (c) development of an agreed upon plan for staff development which is based on these goals, including schedule and modes of delivery; (d) strategies for achieving the district's and faculty's respective staff development goals; and (e) opportunities for reflecting on progress and modification of the staff development goals. Membership on all in-service committees shall be mutually agreed to by the association and the administration. The membership of the committees shall include representation from the elementary, middle school and high school whenever possible and practical. This committee will participate in the design and implementation of all in-service

Article IX: Reduction in Staff

Because it is a school board's responsibility to administer to the needs of the district in a most judicious manner, the very serious matter of reducing staff, because of financial crisis or dropping enrollment, reduction of program or any other reason, shall rest exclusively with the Board.

If such situations arise and a reduction in staff is called for, the decision shall be made using the following procedure:

A. Attrition (normal turnover due to retirement, resignation, transfer, etc.).

B. The seniority principle shall apply system wide. System seniority begins with the date of first hiring. Date of first hiring is activated when the Board of Education approves the contract.

1. In grades K through 5 the seniority principle shall apply.

2. In grades 6 through 12 the seniority principle shall apply within a curriculum area. The curriculum area includes science, English, history/social studies, home economics, foreign language, mathematics, business education, music, art, vocational agriculture, physical education, special education, industrial arts, guidance, library science, driver education.

3. For persons in areas of music, art, physical education, special education, and industrial arts, who are certified for grades K-12, the basic seniority principal shall apply for the entire range of grades when reduction is attempted within these areas.

4. If a teaching assignment is eliminated, the affected teacher will have the opportunity to apply for any position for which he or she is certified and qualified with the selection based on the seniority principle.

If the determination cannot be made solely through the application of the seniority principle, then the determination shall be made by the drawing of lots.

Extra duty assignments shall not be given preference over seniority rights.

C. RECALL:

All rights to recall shall be based upon the same procedures involved in the reduction. No right to recall shall remain after the third year of the layoff.

Notice to recall shall be posted each year as soon as possible. If a recall takes place while school is not in session, notice shall be mailed to the Association or designee and to the interested employee, who is the subject of recall, by registered mail. Terminated employees must furnish current address and inform school district annually prior to March 15 of interest to return.

Should a teacher subject to recall fail to indicate interest or fail to respond to the following notification within two (2) weeks, he or she forfeits all rights to future recall.

Upon exercising his/her recall rights, any employee shall be given back his/her prior experience rating in the district. They shall also get all benefits and salaries pursuant to the current salary schedule at the time of recall.

Article X: Health

Physical Examinations:

The Board shall require each employee to file with it, at the beginning of his/her service and at three (3) year intervals thereafter, a written medical report of physical examination by the licensed physician who has performed said examination. The Board of Education shall provide compensation for the initial employment physical. Each examination shall include a check for tuberculosis.

The Board of Education shall contract with a local certified practicing physician the cost of said physical and shall pay this cost amount in full. The employee may elect to accept either the physical or the cost of said physical applied to a physician of his/her choice. Notice of choice of physician shall be made known each year on or about July 1. As of 2003, the physician of choice shall be Medical Associates, Bellevue Clinic.

Article XI: Employee Evaluation

A. New Teachers: The evaluating administrator shall meet with all beginning teachers near the opening of the school year to review the Iowa Teaching Standards, indicating that these are the Standards that will be used as the basis for their evaluation. The evaluating administrator shall formally evaluate 1st and 2nd year teachers at minimum twice each year during their first two years. The second formal evaluation near the end of the first teaching year shall provide feedback as to the teacher's progress toward the recommendation for licensure. The summative evaluation, required in year two, may be

considered as one of the formal evaluations. This summative evaluation shall support the evaluator's recommendation. It is expected that in addition to the formal evaluations, informal evaluations will take place between the evaluator and the teacher throughout the first two years as is necessary to gather artifacts and to communicate expectations. The evaluator will provide feedback as to the progress being made by the teacher toward the ultimate goal of a recommendation for licensure, or not. A cumulative professional portfolio shall be created and maintained by all 1st and 2nd year teachers. This portfolio will be used as part of the documentation that the Iowa Teaching Standards have been met. At the end of year two; a final summative evaluation shall take place on or before the 30th of March. At this time, the teacher will be (1) recommended for licensure; or (2) not recommended for licensure; or (3) recommend for a third year to meet the Iowa Teaching Standards.

B. Tier II Career Teacher

(Teachers who have attained their Teaching License)

Performance Review - Individual Career Development Plan

1. Each licensed teacher shall create his/her Individual Career Development Plan (ICDP) that shall be aligned with the Iowa Teaching Standards, the District Staff Development Plan, and meets the needs of the teacher. The Individual Career Development Plan, (ICDP), shall be a one year, two year or three year plan. In most cases, a one-year plan will be expected. The evaluator and the teacher shall meet annually, before October 1, to reach agreement on the proposed ICDP.

By April 30 an annual meeting shall be held to review the teacher's progress in meeting career development goals in the plan, review collaborative work with other staff on student achievement goals, and modify, as necessary, the teacher's individual plan. The teacher's supervisor/evaluator shall review, modify, or accept modifications to the teacher's individual plan.

2. Each teacher shall develop and maintain a portfolio to document proficiency by providing artifacts that support proficiency in the Iowa Teaching Standards. Included in this portfolio shall be supporting documentation from teachers, evaluators, parents, and students. One artifact may satisfy the demonstration of proficiency in multiple criteria. This portfolio will be used, along with observation data and the Iowa Career Development Plan, to create the performance review.

At minimum, there will be one formal classroom observation with a pre-conference preceding the observation. Informal observations may take place at anytime throughout the school year. The formal observation shall take place between September 8th and April 30th.

3. Employees who have attained their standard teaching license shall be evaluated in an ongoing process with a performance review no less than once every three years. The performance review shall be utilized to assist teachers in making continuous improvement, documenting continued competence in the Iowa Teaching Standards, identifying teachers in need of improvement, or determining whether the teacher's practice meets school district expectations. Written feedback of the classroom observation shall be given to the teacher at the post conference, held no later than 5 school days following a formal evaluation unless circumstances beyond the evaluator's control or the teacher's control prevent this from happening.

- a. Teachers *subject to* the performance review shall be acquainted with the process before September 8th of the school year by the administration.
- b. The performance review instrument shall be in the same format as used for beginning teachers.
- c. Results of the performance review shall be in writing. The teacher and the evaluator shall sign the written part of the performance review to indicate awareness of content.
- d. The teacher has the right to submit an explanation or other written statements regarding the performance review for inclusion in his/her personnel file within 30 school days.

- e. All formal observations of a classroom teacher shall be conducted openly and with full knowledge of the teacher. The evaluation shall comply with the contract and be uniformly applied. Should the evaluation result in demotion, recommendation for dismissal, or the holding on step, the teacher may challenge the evaluation results, and the teacher may use the grievance procedure as outlined in the Master Contract.
- f. When it is determined that a teacher does not meet one or more of the district expectations under the Iowa Teaching Standards, that teacher shall be made aware of this in writing, with the evaluator giving documentation as to why the teacher does not meet the standard. The supervisor/ evaluator may also recommend to the district that the teacher participate in an intensive assistance program. Deficiencies not noted on subsequent evaluations will be deemed corrected.

Article XII: Personnel File

1. Each employee shall have the right, at any reasonable time, to review the contents of his or her personnel file. A representative of the Association, at the request of the employee, may accompany the employee at this review. College credentials shall be excluded from such review unless the employee chooses to have material declassified.
2. The employee shall have the right to respond to all non-confidential materials contained in his or her file, and such responses shall become part of said file. Any complaint directed toward an employee, that is to become part of his/her file, must be brought to his/her attention before it reaches issue.
3. The employee shall have the right to reproduce any of the non-confidential materials of his or her file.

Article XIII: Transfers

Any employee seeking a position that becomes open for any reason must have the proper license at the time of the request.

A. Any employee may apply for voluntary transfer to another building, or within his or her building. Such application shall be in writing to the Superintendent. Transfers shall be granted on a district seniority basis. A denial of a transfer to a vacancy existing at the time of such a request shall be in writing.

B. Involuntary transfers shall not be made for wholly arbitrary and capricious reasons. If an involuntary transfer or reassignment is necessary, the employee with the least District seniority, who is certified in the subject/area and/or grade level to which the involuntary transfer is necessary, shall be transferred first (i.e., in reverse order of seniority). Should any grievance ever be pursued to arbitration under this provision, the authority of the Arbitrator shall be limited to deciding only whether there was lacking any non-arbitrary, non-capricious rationale for the transfer. Reason for such assignments shall be in writing.

C. Prior to March 1, the employer shall post all known existing full time openings for certified employees by subject area or grade level or supplemental position. Known supplemental openings shall be posted at this time. Employees desiring consideration must submit a letter to be received in the office no later than April 1. However, notices that occur after March 1, but during the school year, shall also be posted and notification given to the Association or designee.

During the summer months known existing full-time openings for certified employees shall be available through the office and notice shall be mailed to the association or its designee. Interested employees must submit a letter of intent within fifteen (15) days of said posting.

D. Definitions: A *voluntary transfer* is the movement to a vacant or new position from one building, grade level, or subject area to another building, grade level or subject area, based upon the request of the employee.

An *involuntary transfer* is the movement of an employee to a vacant or new position from one building, grade level, or subject area to another building, grade level, or subject area, as determined and directed by the district, and not based upon the request of the employee. A reassignment caused by the elimination of a program, or staff reduction is not an involuntary transfer.

A vacancy exists when a current position becomes available because of death, retirement, resignation, or termination of an employee. A vacancy does not exist when the number of positions in a building is being reduced and it becomes necessary to assign or reassign employees.

Article XIV: Special Assignments

A. Any assignment, in addition to the normal contract work schedule of an employee and covered under the supplemental schedule shall not be considered obligatory but shall be considered voluntary in nature. Exception to this provision shall be made only when such assignments are left unfilled by voluntary means. In those cases the following procedures shall be kept in mind:

1. First, any unique qualifications possessed by a staff member: such as certification, or experience in the area being considered.
2. The concept of seniority if a reduction or replacement or addition to an area is being considered, if all other qualifications are considered equal.
3. All teachers who come in contact with high school students for one or more periods each semester as part of their regular teaching assignment shall be assigned class sponsorships on a rotating basis. This shall include the librarian and guidance counselor. Assignments shall be made in such a manner as to assure each teacher an interval between such assignments equal to that given all other available teachers in this category.

Exceptions: First year teachers shall not be given assignments. No current assignment shall be disturbed until it has run its cycle.

Teachers who come in contact with middle school students for 4 or more periods each semester are eligible for the middle school sponsorship with the following exception necessary because of the nature of the middle school sponsorship, any teacher who coaches girls basketball or boys basketball will not be assigned the middle school sponsorship. The assignment will be made on a rotating two-year basis in such a manner as to assure each teacher an interval between such assignments equal to that given all other available teachers in this category. Teachers who qualify for this assignment are exempt from a high school class sponsorship.

Pep bus chaperons, chaperons, and supervisor positions, when not filled by voluntary means shall be filled by all middle school- senior high school teachers using the procedure of inverse seniority with the following exceptions:

Any teacher with an extra-curricular assignment that meets daily after school hours shall be exempt from chaperoning duties for the duration of the activity. Season ends when team is eliminated from tournament play. Employees who miss their assignment for the duration of an activity shall be placed next in line on the cycle. As in class sponsor assignments, pep bus assignments and others shall be made in such a manner as to assure each individual teacher an interval between such assignments equal to that given all other available faculty members. Seniority lists for both the elementary and secondary activities shall be posted in each building by September 1 of each year.

4. The employee's responsibility in the assigned extra-curricular area is exclusive and complete as to the requirements of said assignment, but does not encompass legal liability unless negligence is shown. Reassignment shall be contingent upon evaluation of performance. Gross dereliction of duty shall be noted and become a part of the employee file.

B. Mentoring:

Mentor training will be offered each year on an "as need" basis to qualified teachers. A mentor shall be

assigned a single mentoree; however, an additional assignment would be possible on a "need and agreement" basis. Mentorships will be rotated whenever possible.

A mentorship could be dissolved by either partner provided an alternative is available. Mentors shall be paid at least \$500.00 or State mandate per semester of mentoring.

The interaction and assistance provided to the new teacher will be confidential. Mentors will not participate in the informal or formal evaluations of the new teacher.

C. Supervision of Student Teachers

Student-Teacher supervision shall be considered a voluntary responsibility

D. Special assignments shall be posted after March 1 of each year, or as they occur.

CHAPTER III: LEAVES

Article XV: Sick

Sick leave is defined as the absence of an employee from the regularly assigned duties as a result of the employee's illness, injury or disability for which the employee does not lose pay or other benefits. Routine physicals, dental checkups or eye appointments are not considered 'sick' leave. Sick leave shall accumulate at the rate of 15 days per year for all employees and to a total of 130 days.

A sick leave bank of 30 days shall be maintained by the Board to be used in the event an employee does not have sufficient sick leave accumulated to be covered under the disability provisions of the insurance program. No more than 30 days shall be drawn against the bank in a given year, and the bank shall be replenished at the beginning of each new school year. The sick bank leave may not be used in consecutive years by the same individual.

Article XVI: Temporary

A. PERSONAL:

At the beginning of every school year, each employee shall be credited with 2 days with pay, to be used at the employee's personal discretion. An employee planning to use a personal day or days shall notify the principal at least 2 days in advance. These personal days may accumulate to a maximum of 5 days. In the event an employee should use all leaves that might be applied against personal leave, said employee may borrow against his or her personal leave for a period not to exceed two years in advance. Building principals may deny leave when in their opinion an excessive number of employees request leave simultaneously. Unused personal days may be redeemed at 150% substitute teacher's pay at the rate of 2 unused days per year. No personal days will be granted before or after a regular holiday, or two weeks prior to the end of the year unless such a request is made for exceptional reason, at least two weeks in advance. Such approval will be by the Superintendent or his/her designee and said decision shall not be grievable.

B. JURY AND LEGAL:

Any employee called for jury duty during school hours, or who is subpoenaed to appear in any judicial proceedings shall be excused without loss of pay nor financial benefit. Mileage reimbursement shall not be considered a financial benefit.

C. ASSOCIATION:

Up to 15 days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliation organizations without loss of pay, provided there be no expenses accrued to the district. That said expenses, such as substitutes shall be paid by the Association. Substitute expenses shall be paid directly by the Association. Building principal may deny leave, when in his/her opinion, an excessive number of employees request leave simultaneously. Association leave days may be used in increments of one (1) hour with administrative approval.

D. PROFESSIONAL:

At the beginning of every school year, each employee shall be credited with up to four (4) days to be used for the employee's professional leave. Professional leave days may be used for any educational purpose at the discretion of the Board, or its designee. Professional leave shall not be denied for arbitrary or capricious reasons. Professional leave days shall not be charged against a teacher when students are involved. A professional leave day shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

See supplemental schedule for approved expense.

E. MILITARY:

Shall be governed by Iowa Code Sections 29A.28 and 29A.43.

F. BEREAVEMENT:

Up to five (5) days of leave shall be granted at any one time in the event of death or serious illness of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, and any other member of the immediate household. Employees shall be granted one (1) working day leave of absence with pay in the event of death of a relative outside the employee's immediate family. This would include nieces/nephews/aunts/uncles as long as the building administrator approves. In cases of "serious illness" only five (5) days of non-confinement bereavement shall be granted in any one year. However, in the case of critical care, non-confinement, additional days could be granted with doctor recommended approval. In the event of the death of an employee or student in the Bellevue School District, the principal or immediate supervisor of said employee or student may grant to an appropriate number of employees sufficient time to attend the funeral. In the event an employee should use all leaves that might be applied against bereavement, said employee may borrow against his or her personal leave for a period not to exceed two years in advance.

G. EMERGENCY LEAVE:

Two (2) days of emergency leave may be granted. Emergency leave is defined as those occasions that cannot be anticipated. Emergency leave is granted by the superintendent or his/her designee. Emergency leave is not cumulative and shall be taken for no other reason.

H. UNUSED SICK LEAVE:

1. An employee that uses no sick days during the year may, provided all end-of-year requirements have been met, be granted leave from the last two end of year work days. An employee using 1-2 days may be granted one end-of-year work day off provided all end-of-year requirements have been met.

When a workday is scheduled between the first and second semester, thus leaving only 2 workdays for year end requirements, a teacher with both days off must take pay for the first day unless given prior approval by the principal.

2. Those meeting the standards set in Item 1 of Unused Sick Leave will have the option of receiving 150% of substitute pay in lieu of days if they wish so.

I. UNPAID LEAVE:

Other temporary or extended leave of absences, not to exceed one year, and without pay, in the category of bereavement or personal or professional may be granted in writing granted by building principal for good reason. Upon the employee's return from said leave the employee may assume his/her former position with all previous rights and privileges. The employee shall be entitled to all raises and increments upon said return. The employee shall have the opportunity to continue all fringe benefits during said leave at the employee's expense.

J. **EARLY RETIREMENT BENEFITS:** This benefit shall be deleted from the contract except that any employee (Appendix H) shall be "grandfathered".

The Board of Education of the Bellevue Community District periodically offers an early retirement incentive to the following teachers meeting the criteria:

Applicants must have been employed in the Bellevue Community School District for a period of not less than 20 years to be eligible for early retirement benefits. Only full time employment, or its equivalence shall be counted toward the eligibility requirement.

Applicants must be at least 55 years of age, by June 30th of the year in which they make application. Written application for the retirement incentive shall be made to the Superintendent and must be received no later than the date of April 1 contract of the retirement year. Acceptance of the individual's application by the Board of Education shall:

1. Be considered by the Board as a voluntary resignation and termination of the teacher's continuing contract.
2. Make the applicant eligible for a cash payment of 100% of the difference between their position on the current salary schedule and the base salary of said schedule. *Extended contracts, additional duties, and supplemental pay shall not be considered as 'schedule' salary.*

Exceptions

Should it become necessary to fill a position created by an early retirement with a teacher on recall a lesser benefit equal to the difference between the employee's position on the current salary schedule and the recalled person's position on the same schedule shall be used. Under this circumstance, that shall represent a lesser benefit, the applicant shall be informed of this possibility and must respond in writing if he/she still wishes to pursue the option.

3. Payment of a one-time cash benefit shall be made on or about July 1 of the year of retirement.
4. Eligibility to continue participation in the District's group health insurance program by the retiree shall be at his/her own expense and subject to the limitations of the carrier.
5. This offer is open until the April 1 unless an extension is provided through Board action for extenuating circumstances.
6. The teacher accepts early retirement under this policy will be a retired teacher of the Bellevue Community School District and entitled to all rights and privileges of such a retiree under applicable laws, policies, and provisions of the District.
7. Should a teacher accepting early retirement later wish to make application for rehire, he/she shall be considered the same as any other applicant for a vacancy.
8. The Board of Education shall make known the availability of this option on a yearly basis. The window of opportunity shall open on September 1st of the year of opportunity and become closed on the April 1 contract date of the following year.

Article XVII: Extended

EXTENDED SICK LEAVE:

All employees shall be eligible for extended sick leave subject to the following conditions:

1. Pregnancy is to be treated as any other illness under the provisions of sick leave and for a period of time that has been medically indicated by the employee's physician. Any leave beyond that covered by sick leave shall be without compensation or paid benefits.

Notification shall be given as soon as the employee foresees any necessity to alter the terms of his/her employment, this notification to take place no later than 30 days before the request to leave.

Nothing in this statement shall deny, however, the employee his/her right to sick leave in the event the requirement cannot be met.

2. If extended leave is for medical reasons, the employee shall return to work no later than 15 working days after said illness unless the employee has requested additional sick leave and said extension is recommended by the employee's doctor in writing. If the employee, under a doctor's recommendation, is on extended sick leave and said employee wishes to resume teaching duties, enough time shall be provided the district to give proper notice of dismissal to anyone hired to fill in for the employee on leave. Said notice shall be no later than one (1) week prior to the requested return date, however, less notice shall be accepted under a doctor's signature.
3. In the case of adoption of an infant child, up to 5 days of parental leave may be granted by the Board or its designee.

EXTENDED LEAVE:

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available and who is under the terms of the Insurance Agreement, shall be granted leave of absence without pay for the duration of one (1) year.

An employee on extended leave shall be offered a contract for the next year, and should said employee sign such a contract, in good faith, the employee shall be expected to meet all of the terms of the contract upon the commencement of the new contract period provided the employee has been released by a physician's statement. If the employee does not meet the teaching responsibility, the contract shall become null and void.

Pay: An employee who has been in the system at least one year, shall be entitled to all raise and increments if the employee serves at least 90 days of the school teaching year of 180 days. These days need not be continuous.

CHAPTER IV: SALARY AND BENEFITS

Article XVIII: Salary

A. BASE SALARY AND SALARY SCHEDULE:

The BA base for 2005-2006 shall be \$23,500.

The BA base for 2006-2007 shall be \$24,000.

Educational lanes shall be determined solely on the basis of hours earned prior to the awarding of the degree for which hired. Teachers moving beyond the MA lane must be acquiring hours in their contracted assignment areas, or have Administrative approval before salary consideration shall be approved. When a staff member is asked to gain additional certification all expenses of such certification shall be borne by the District.

Teachers moving beyond the MA lane must be acquiring hours in their contracted assignment areas, or have Administrative approval, before salary consideration shall be approved.

See appendix for schedule.

B. SUPPLEMENTAL SCHEDULE: See appendix.

C. CAREER INCREMENT:

An employee who has reached the top of the salary schedule shall be given a career increment of 3.5% of the prevailing base salary.

D. ADDITIONAL DUTIES: (Remuneration)

1. If an employee is called to work during his/her preparation period, they shall be compensated at \$20 per period however, said teacher may elect to take said hours in the form of "compensatory" time. Compensatory time of less than 1/2 day shall not be allowed. Should an elementary teacher be required to take his/her students due to the absence of the scheduled music or physical education instructor, said teacher shall be compensated at a \$10.00 per period rate. Compensatory time may be taken in lieu of the

dollar rate. Should an assembly, or other such student activity, disrupt either the music or physical education activity the compensation shall not apply.

2. An employee under contract to work an additional period shall be paid that portion of the contract allotted to each period of the schedule.

3. For purposes of computation of salary, either deduction or addition $1/188$ of the base salary of the employee shall be used. In determining an additional month, 20 days shall be used.

4. Employee compensation for administrative approved work that takes place during a teacher's preparation time or after school hours shall be set at the drivers' education compensation rate per hour worked.

5. Elementary teachers are expected to attend Teacher Assistance Team meetings as scheduled and shall receive "comp" time for such attendance.

E. METHOD OF PAYMENT:

Each employee shall be paid every other Friday, or 26 pay periods per year. Payment shall be by "direct deposit." Only one check per month shall reflect any additional pay or deduction other than those regularly allowed.

F. NURSE'S SALARY:

The nurse's salary schedule shall prevail for both purposes of salary and seniority. See Appendix.

G. EXPERIENCE ALLOWED:

A teacher coming into the system with four or more years of experience shall be placed upon a mutually agreeable step for purposes of salary. In no case shall this represent less than five years of the earned experience. However, said teacher may be granted all years of prior experience after the second year in the system if the Board so approves. System seniority begins with the date of first hiring.

H. ADMINISTRATIVE TRANSFERS

Administrators that reenter the teaching staff shall be awarded such seniority as previously earned while teaching within the system. Administrators may reenter the teaching ranks only through a position opening and not through a staff reduction or "bumping" procedure.

I. REOPENER:

In the event additional funds are awarded to the District by the State Legislature the first 50% of said funds shall accrue to the District. The funds remaining shall be awarded to certified staff members equally, and in a single check. All employees of record shall receive said payment on the final pay period of their contract year and payment shall represent the percentage of their individual contract year fulfilled. This reopener applies to only those funds not awarded for specific purposes.

Article XIX: Benefits and Insurance

A. GROUP INSURANCE

Full family insurance costs will be paid by the District. There will be a labor-management committee formed to look into the insurance for future years. The committee shall consist of a minimum of an administrator, chief negotiators, two secondary teachers and two elementary teachers when possible.

This area will still be open for negotiations, the committee will look at different insurance options.

Current committee: Dr. Murray, John Bohy, Marcia Steines, Steve Lucke, Tim Toops, Emily Reeg, Kim Jochum

Insurance

Deductibles \$250/\$500

Out-of-pocket max \$600/\$1200

1. Schedule of Benefits

- a. Life-- \$15,000 on employee
 \$5,000 on spouse
 \$3,000 on child
- b. Long Term disability--As per insurance policy
- c. Hospitalization--Employee and dependents
 - 1. Room & Board Actual cost semi-private
 Aggregate Limit 365 days
 - 2. Surgical Usual customary charges
 - 3. Physician's visits Usual and customary charges
 Aggregate Limit 365 days
- d. Major Medical--Lifetime minimum payment \$250,000
 See policy for schedule
- e. Pregnancy--(Applicable to employees and dependents)
 See policy for schedule of benefits

2. General Policy Information

- a. Your insurance coverage has no territorial limitations. Benefits are provided on a world wide basis.
- b. All benefits, other than life, AD & D and LTD insurance, are nonoccupational and are not payable for sickness or injury covered by workmen's compensation.
- c. No benefits shall be arbitrarily reduced, except that in those instances where insurance costs may be reduced by the Board without reducing benefits said adjustments may be made. On July 1, 1995 the Alliance or Pre-Authorization requirement shall become a part of the group policy.
- d. Your group policy is Wellmark/Bellevue and the entire cost is borne by the Board of Education.

3. Dental Insurance

- a. All full-time employees and their dependents are covered.
- b. Deductible is \$0 for Oral Examination and \$25 on Basic Dental Treatment and orthodontia per eligible family member per calendar year with a maximum of \$750.
- c. Coinsurance includes 100% of usual and customary charges for routine oral examinations; 80% basic dental treatment; 50% prosthetic services; 50% appliances; 50% orthodontia for dependent children only.
- d. Maximum payment is \$750 per calendar year.

4. Diagnostic-X-Ray-Lab Insurance

Diagnostic-X-Ray-Lab insurance shall be paid in full for all full-time employees and their eligible dependents.

5. Optical

In accordance to policy listed in your Benefits Book

6. Retired Employees

Retired employees have the option of continuing group insurance coverage as per approval of the carrier.

B. ACTIVITY PASS:

Each employee shall be issued a yearly pass good to all school activities. Teachers may receive a "Teacher's Family Pass" good for all school sponsored events throughout the contract year. Said pass may be purchased for a one-time charge of \$40 or the teacher may elect to work as a supervisor or ticket-taker for a maximum of four (4) events. Said pass shall admit any or all of the teacher's family when presented.

Supervision responsibilities requiring a teacher shall be remunerated according to the supplemental schedule, except where said teacher is seeking a "family pass." Supervision responsibilities not requiring a teacher may be filled by Athletic, Music, or other volunteers provided said remuneration does not vest in the individual, but is endorsed to the appropriate activity.

Article XX: Supplemental

All supplemental pay shall be based upon the base salary where percentages are used to determine remuneration. See appendix: Salary Schedule--Supplemental Pay.

CHAPTER V: EFFECT OF AGREEMENT

Article XXI: Finality

This Agreement supersedes and cancels all previous bargaining agreements between the School District and the Association or any employees, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term, unless the two (2) parties mutually agree to reopen negotiations. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth by this Agreement.

Article XXII: Compliance and Duration

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACTS AND COMPREHENSIVE AGREEMENT:

Any individual contract between the Board and an individual employee heretofore and hereafter executed, shall be subject to and consistent with the terms and condition of this Agreement. Should an employee fail to return his/her annual contract/contracts on or before the 21 day statutory period said action shall be viewed as a resignation and the assignment shall be immediately posted as 'open'. Any extension of the 21 day period must be mutually agreed to in writing.

B. SAVINGS:

In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement such provisions shall become inoperative, but all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement. The parties shall enter into negotiations to reconsider the provisions upon request of either party.

C. PRINTING AGREEMENT:

Copies of this Agreement shall be printed and the costs of printing shared equally by the Board and Association. Format shall be mutually agreed upon and printing shall take place within 30 days of the

signing of the Agreement. The Agreement shall be presented to all certified employees now employed or hereinafter employed. Additional copies shall be provided at cost.

D. NOTICES:

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party:

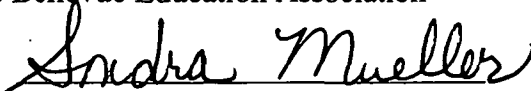
1. If by the Association, to the Board at 1601 State Street, Bellevue, IA 52031.
2. If by the Board, to the Association at the address of the President.

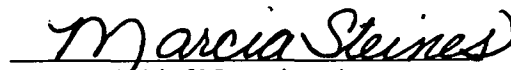
E. DURATION:

This Agreement shall become effective on July 1, 2005 and shall continue in effect until June 30, 2007.

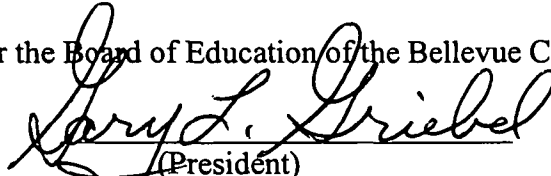
In witness thereof:

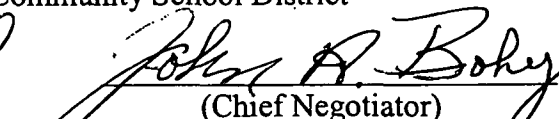
For the Bellevue Education Association


(President)


(Chief Negotiator)

For the Board of Education of the Bellevue Community School District


(President)


(Chief Negotiator)

CHAPTER VI: APPENDIX

A. SALARY SCHEDULE INDEX

2005-2006 BA Base Salary \$23,500
2006-2007 BA Base Salary \$24,000

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1	1	1.02	1.04	1.06	1.08	1.10	1.12	1.14
2	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18
3	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22
4	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26
5	1.1658	1.1859	1.206	1.2322	1.2524	1.2663	1.2864	1.3266
6	1.206	1.2261	1.2462	1.2726	1.2928	1.3065	1.3266	1.3668
7	1.2462	1.2663	1.2864	1.313	1.3332	1.3467	1.3668	1.3869
8	1.2864	1.3065	1.3266	1.3534	1.3736	1.3869	1.407	1.4271
9	1.3332	1.3534	1.3736	1.4007	1.421	1.4342	1.4544	1.4746
10	1.3736	1.3938	1.414	1.4413	1.4616	1.4819	1.5022	1.5225
11	1.414	1.4342	1.4544	1.4819	1.5022	1.5225	1.5428	1.5631
12	1.4544	1.4746	1.4948	1.5225	1.5428	1.5631	1.5834	1.6037
13	1.4948	1.515	1.5352	1.5631	1.5834	1.6037	1.624	1.6443
14	1.5352	1.5554	1.5756	1.6037	1.624	1.6443	1.6646	1.6849
15	1.5756	1.5958	1.616	1.6443	1.6646	1.6849	1.7052	1.7255
16				1.6849	1.7052	1.7255	1.7458	1.7661
17					1.7458	1.7661	1.7864	1.8067

B. SUPPLEMENTAL PAY SCHEDULE

Level I	YR 1-2	YR 3-4	YR 5-6	YR 7+
Boys or Girls Basketball	13.5	14.5	16.0	17.0
Football	13.5	14.5	16.0	17.0
Band (Marching, Pep, Jazz, etc.)	12.0	13.0	14.0	15.0
Vocal Music	12.0	13.0	14.0	15.0
Level II				
*Boys Baseball	9.5	10.5	12.0	13.0
*Girls Softball	9.5	10.5	12.0	13.0
Boys or Girls Varsity Track	9.5	10.5	12.0	13.0
Girls Volleyball	9.5	10.5	12.0	13.0
Varsity/JV Cheerleader sponsor (5Var/ 4 JV)	9.0	9.5	10.0	10.5
Asst. Boys/Girls Basketball	8.5	9.0	10.0	11.0
Asst. Football	8.5	9.0	10.0	11.0
Yearbook	8.0	8.0	8.0	9.0
Speech	7.0	8.0	9.0	10.0
Drama Director	6.0	6.0	7.0	8.0
Student Council – High School	4.0	6.0	7.0	8.0
Dance Team	6.0	6.5	7.0	7.5
Asst. Music	6.0	6.0	6.0	7.0
Asst. Track Boys/Girls	5.5	6.5	7.5	8.5
Asst. Volleyball/Softball/Baseball	5.5	6.5	7.5	8.5
Cross Country Boys or Girls**	5.5	6.0	6.5	7.0
Golf - Boys or Girls **	5.5	6.0	6.5	7.0
Newspaper	5.0	5.0	5.0	6.0
Level III				
Girls Varsity Chaperon	3.0	3.0	3.0	3.0
Drama Asst. (2 units)	2.0	2.0	2.0	2.0
Junior Class Sponsor (2 units)	2.0	2.0	2.0	2.0
F.F.A.	2.0	2.0	2.0	2.0
Pep Club	2.0	2.0	2.0	2.0
Safety Patrol (Elementary)	2.0	2.0	2.0	2.0
National Honor Society	1.0	1.0	1.0	1.0
Class Sponsor (8 units) 7,8,9,10,12	1.0	1.0	1.0	1.0
Level IV				
Jr. High Football (2 units)	4.5	5.0	5.5	6.0
Jr. High Basketball Girls/Boys (2 units)	4.5	5.0	5.5	6.0*
Jr. High Track Boys or Girls	4.5	5.0	5.5	6.0
Jr. High Softball	4.5	5.0	5.5	6.0
Jr. High Volleyball (2 units)	4.5	5.0	5.5	6.0*
Jr. High Cheerleaders	2.0	2.0	2.0	2.0
MS Speech	2.0	2.0	2.0	2.0
MS Student Council	1.0	1.5	2.0	2.5
Drivers Education	\$19	\$19	\$19	\$19
Supervision, Selling Tickets or Chaperon	\$11	\$11	\$11	\$11
ICN Monitor (per hour)		Supervision Rate		

Any staff currently in a coaching position shall not regress from their pay. This will only affect new positions filled.

*Extra for baseball and softball if they have maintenance and administrative duties. Coaches will be paid \$12 for each home game for performing such duties.

**When a single individual assumes responsibility for two similar activities (boy/girl), the percentage for pay shall be reduced by 2% (Golf and Cross Country).

Determination of need for assistants' positions shall be made at the beginning of the season with contract consideration given to the person last holding the position. Should this person decline the opening shall be posted.

The rate for summer driver education shall prevail for the first session based upon the six weeks duration and a minimum of 6 ½ hours per day. Should additional sessions be required, the rate shall increase by 25%.

*Junior high basketball and volleyball shall remain at current percentage until current staff vacates the position.

Should participation in a junior high activity necessitate an assistant the rate shall be set at 50% of the head coach's placement.

C. Reimbursable expenses, Supplemental pay, Phase II

1. Reimbursable Expenses: Guidelines

- a. Authorized registration fees, mileage as per State maximum, and lodging shall be paid when prior approval has been given. Should the meal rate on an approved registration exceed the daily pre-approved rate the registration rate will prevail. Meal allowances shall be published yearly in the handbook and shall be the same for all approved activities. Overnight approval shall use the State meal rate. Same day approval shall be ½ of total State daily meal rate.
- b. Persons are expected to share a room whenever possible.
- c. All expenses incurred by district employees must be presented to the building principal for reimbursement purposes within 30 days of the date of the expense.

2. Supplemental Pay: All extra month programs are subject to review on a year to year basis. All Activity Assignments are subject to participation. When few students are involved the positions shall not be filled. When contests cannot be scheduled the position shall not be filled. A tenured coach assuming a coaching responsibility in which he/she has experience shall be placed on the yr. 4 schedule and the following year move to the 5-6 yr. schedule.

3. Teacher Compensation: All teacher compensation mandated under the Teacher Compensation Legislation shall be administered according to the Legislation. The same shall be true for all such items in said legislation, much as "mentoring, evaluation, professional development, and all other mandated procedures." Items that fall under Chapter 20 of the code of Iowa may become a part of the Master Contract when said items are made law. When the teacher quality program minimum salary requirements of section 284.7 Code of Iowa have been met the District will concur with the bargaining unit to fairly distribute the surplus teacher quality funds.

4. Phase II

Phase II When not agreed to otherwise, Phase II money shall be distributed according to the Master Agreement; for the 2003-2005 contract the distribution shall be determined by the Association and payments made quarterly as received.

D. Nurse's Salary Schedule

The dollar amount for the schedule shall be determined by multiplying each index factor times the teacher's beginning salary schedule base.

Step	RN	RN + 30	RN with BS or PH
1	.65	.75	.9200
2	.68	.78	.9500
3	.71	.81	.9800
4	.74	.84	1.0100
5	.77	.87	1.0558
6	.80	.90	1.1016
7	.83	.93	1.1474
8	.86	.96	1.1932
9	.89	.99	1.2390
10	.92	1.02	1.2848
11	.95	1.05	1.3306
12	.98	1.08	1.3764
13	1.01	1.11	1.4222
14	1.04	1.14	1.4680
15			1.5138

E. GRIEVANCE REPORT

Distribution of Form

1. Association

2. Employee

3. Appropriate Supervisor

4. Superintendent

_____ Date Filed

School District _____

Building _____

Name of Aggrieved Person _____

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract of Policy Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Principal
Or Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent or designee _____

Signature of Superintendent or Designee

Date

LEVEL IV

A. _____
Signature of Aggrieved Person

Signature of Association President

B. _____
Date Submitted to Arbitration

Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Superintendent or Designee

Date

F. Eligible Early Retirement

Sally Grutz	Connie Wilcox	Jo Ernst
Sondra Mueller	Rick Pogemiller	Janice Carr
Doug Latham	Steve Schroeder	Bob Baugh
JoAnn Latham	Lee Weber	Mary Reed
Dave Broders	Kay Pogemiller	Marcia Steines
Laurie Anderson	Jack Grutz	Martha Henning
Nel Murray		

G. Retirement incentive for all teachers not listed in H:

A retirement incentive shall be made available to all employees not currently eligible under the former retirement program. To qualify the employee must have completed a minimum of 20 years of service to the District. The retirement incentive shall be based upon 150% of substitute pay multiplied by 30 days of un-used sick leave. Retiree must be between the ages of 59 and 65 to qualify.